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Equal Employment Opportunity Commission v. Golden Gate Meat Company, Inc.

Judge Maxine M. Chesney

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Equal Employment Opportunity Commission v. Golden Gate Meat Company, Inc.

Keywords

EEOC, Golden Gate Meat Company Inc., C-03-4313 MMC/JCS, Consent Decree, Disparate Treatment, Harassment, National Origin, Agriculture, Employment Law, Title VII

1 without further contested litigation through the instant Consent Decree. This resolution does not
2 constitute an admission of liability on the part of Golden Gate Meat, nor constitute a finding on
3 the allegations stated in the Commission's Complaint.

4 The Court has reviewed this Consent Decree in light of the pleadings, the record herein,
5 and the applicable law, and now approves this Consent Decree.

6 THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

7 **GENERAL PROVISIONS**

8 1. This Court has jurisdiction over the subject matter and the parties to this action for
9 purposes of this Consent Decree. This Court retains jurisdiction over this Consent Decree during
10 its term. At the end of its term, this Consent Decree will expire with the same force and effect as
11 if it had been dismissed with prejudice.

12 2. This Consent Decree constitutes a full and final resolution of the Commission's
13 claims against Golden Gate Meat in this action.

14 3. This Consent Decree will become effective upon its entry by the Court.

15 4. This Consent Decree is final and binding upon the parties to it, their successors
16 and assigns.

17 5. The Commission and Golden Gate Meat will each bear its own costs and
18 attorneys fees in this action.

19 **GENERAL INJUNCTIVE RELIEF**

20 6. Golden Gate Meat and its current officers, agents, and employees will comply
21 with all requirements of Title VII with respect to providing a work environment free from
22 discrimination, including harassment, on the basis of national origin at the Golden Gate Meat
23 premises.

24 7. Golden Gate Meat and its current officers, agents, and employees agree not to
25 retaliate against Charging Party Jose Elmer Carrasco and/or any current or former employees of
26 Golden Gate Meat for having testified or participated in any manner in the Commission's
27 investigation and the proceedings in this case. This paragraph expressly excludes any charges of
28 //

1 retaliation which have been filed with the EEOC prior to the date of entry of this Consent
2 Decree.

3 **SPECIAL INJUNCTIVE RELIEF**

4 **Non-Discrimination Policies**

5 8. Within sixty (60) days of the entry of this Decree, Golden Gate Meat will revise
6 its non-discrimination policy to address national origin-based discrimination and harassment,
7 including examples of such harassment and why such harassment is illegal. The policy will
8 include a fair and effective discrimination complaint procedure. Said revisions will be provided
9 to counsel for the Commission within one week of their printing.

10 9. Within sixty (60) days of the entry of this Consent Decree, Golden Gate Meat will
11 have translated the non-discrimination policies referenced in paragraph 8 above into Spanish.

12 10. Within ninety (90) days of the entry of this Consent Decree, Golden Gate Meat
13 will distribute the non-discrimination policies referenced in paragraph 8 above to all employees,
14 both management and non-management, and will obtain a dated and signed acknowledgment of
15 receipt from each employee. No later than one week after the distribution of the non-
16 discrimination policies, Golden Gate Meat will contact counsel for the Commission and arrange a
17 meeting for the Commission to cross-check the acknowledgments of receipt with the employee
18 roster. Said non-discrimination policies will be distributed to all new employees within one week
19 of their hire date; signed and dated acknowledgment of receipt forms will also be obtained from
20 these employees. Once per year, on the anniversary date of the entry of this Consent Decree,
21 counsel for the Commission will contact counsel for Golden Gate Meat and arrange a meeting for
22 the Commission to cross-check all acknowledgments of receipt for any new employees with the
23 employee roster; the last year of the term of the Consent Decree, counsel for the Commission will
24 contact counsel for Golden Gate Meat one month prior to the expiration of the Decree, so that the
25 final review will be conducted prior to the expiration of the decree. The Commission will return
26 originals and all copies of acknowledgment forms and rosters at the end of each meeting
27 referenced in this paragraph.

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1 **Training**

2 11. No later than ninety (90) days from the entry of this Consent Decree, Golden Gate
3 Meat will use an outside consultant, paid for by Golden Gate Meat, to train all employees, both
4 management and non-management, regarding discrimination, including discrimination based on
5 national origin and discriminatory harassment. Said training will be given in both English and in
6 Spanish. This training will be repeated on a yearly basis each year for the duration of this
7 Consent Decree.

8 **Record Keeping, Reports and Posting**

9 12. Within thirty (30) days after completing the training described in paragraph 11,
10 Golden Gate Meat will contact counsel for the Commission to arrange a meeting where counsel
11 for the Commission will be provided with the date(s) of training, copies of all materials
12 distributed at the training, and a list of all attendees, which counsel for the Commission will be
13 able to cross-check against the employee roster. For the convenience of counsel, this meeting
14 may be combined with the meeting referenced in paragraph 10 above. The original and all copies
15 of materials reviewed by the Commission will be returned at the end of the meeting.

16 13. Once every three months, to be measured beginning at the date of entry of this
17 Consent Decree and continuing for the duration of this Consent Decree, Golden Gate Meat will
18 notify counsel for the Commission whether any of its employees have made any complaints of
19 discrimination and/or harassment based on national origin to any Golden Gate Meat managers,
20 what steps were taken in response to that information, and how the situation was resolved.

21 14. An agreed-upon Notice in English and Spanish concerning the provisions of this
22 Consent Decree and the right of employees to work in a workplace free of discrimination and
23 harassment based on national origin shall be posted in a clearly visible location frequented by
24 employees, on Golden Gate Meat's worksite, during the term of this Decree, and shall remain
25 posted for the duration of this Consent Decree. Defendant will monitor the posting and will
26 replace it if it is defaced or removed.

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MONETARY RELIEF

15. Golden Gate Meat will pay the sum of \$65,000.00, to be allocated among the Charging Party and similarly situated employees as determined by the Equal Employment Opportunity Commission, as damages and in complete satisfaction of the Commission's claims against Golden Gate Meat as set forth in its Complaint. These money damages will be paid on the following payment schedule: (1) One third to be paid not later than January 31, 2005; (2) one third to be paid not later than January 31, 2006; and (3) the remainder to be paid not later than January 31, 2007. These sums will be paid by check made out directly to each individual in his name, and will be sent to Commission counsel Cindy O'Hara at the San Francisco District Office, who will then forward the checks to the individual recipients. The payment of any monies under this Consent Decree is conditioned on the execution of a release between Golden Gate Meat and recipient. The Commission will collect the releases from the Charging Party and from any other party to be paid under the terms of this Consent Decree, and transmit each release to Golden Gate Meat with a written request for payment. Golden Gate Meat will transmit the checks no later than January 31 of the year specified for payment above. Should any of these monies be unclaimed sixty (60) days after the expiration of this decree, said monies will be given to the Mexican American Legal Defense and Education Fund for the purpose of serving the needs of Latino and/or immigrant workers.

EXPIRATION OF CONSENT DECREE

16. This Consent Decree constitutes a full and final resolution of all the Commission's claims against Golden Gate Meat in this action. This Consent Decree will expire three (3) years after its entry by the Court, provided that Golden Gate Meat has substantially complied with the terms of this Consent Decree. Golden Gate Meat will be deemed to have complied substantially

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1 if the Court has not made any findings or orders during the term of the Decree that Golden Gate
2 Meat has failed to comply with any of the terms of this Decree.

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4 On Behalf of Plaintiff Commission:

On Behalf of Defendant Golden Gate Meat:

5 Dated: October 12, 2004

Dated: October 12, 2004

6 EQUAL EMPLOYMENT OPPORTUNITY
7 COMMISSION

SHEPPARD MULLIN

8
9 /S/
WILLIAM R. TAMAYO
Regional Attorney

/S/
DOUGLAS FARMER
Attorneys for Golden Gate Meat

10
11 /S/
JONATHAN PECK
12 Supervisory Trial Attorney

13
14 /S/
CINDY O'HARA
15 Senior Trial Attorney

16 **ORDER**

17
18 It is so ordered.

19
20 Dated: October 13, 2004



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United States District Court Judge